

10. ATTACHMENTS

- 10.1 The Customer shall not Connect anything to the Telecom Network except in accordance with the applicable PTC Specifications and where that thing:
- (a) bears a PTC Label; or
 - (b) has been supplied or authorised for Connection to the Telecom Network by Telecom or Telecom Group or (before 1 April 1987) by the New Zealand Post Office.
- 10.2 Nothing in clause 10.1 applies to the Connection of anything to the Telecom Network in accordance with every applicable PTC Specification through a device approved by Telecom for the purpose of Connecting non—approved equipment to the Telecom Network and which itself complies with clause 10.1.
- 10.3 The authority given by Telecom to any person to affix a PTC label to any equipment is not an endorsement or warranty of that equipment by Telecom, nor that the Telecom Network is, or will continue to be, configured in a manner that will permit such equipment to be used as intended by the Customer and the Customer shall not have any claim against Telecom or Telecom Group or their employees, contractors or agents arising from any such authorisation, whether given negligently or otherwise.

11. MAINTENANCE AND REPAIR

- 11.1 The Customer shall not and shall not permit any person other than an employee or other person authorised by Telecom (provided with proper means of identification) to maintain, repair, or interfere with any part of the Telecom Network or any equipment leased by Telecom for Connection to the Network, (except Wiring on the Customer's side of the Demarcation Point) notwithstanding that it may be on the Customer's Premises.
- 11.2 The Customer shall arrange and provide access to the Customer's Premises at all reasonable hours for Telecom and/or Telecom Group to install, remove, repair, maintain, inspect, test, suspend or terminate the Customer's or any other person's Network Service, any part of the Telecom Network, or anything connected to the Telecom Network or used in association with that Network or the Customer's or any other person's Network Service.
- 11.3 In the event of any part of the Telecom Network on the Customer's Premises (or equipment owned by Telecom or Telecom Group and provided for Connection to the Telecom Network) being lost, stolen, wholly destroyed or wholly or partially damaged through any means whatever other than fair wear and tear, or inherent defect, or fire, flood, earthquake, or other inevitable catastrophe, the Customer shall pay to Telecom, on demand, the cost to Telecom of replacing or repairing that part of the Network or such equipment.
- 11.4 Clauses 11.1 to 11.3 shall survive termination of this Contract.
- 11.5 Subject to clause 11.3 Telecom shall maintain and repair and at its option, replace equipment leased to the Customer by Telecom pursuant to this Contract.
- 11.6 Unless the Customer gives Telecom notice that the Customer does not require Telecom Maintenance and Repair Service, then, subject to clause 11.3, Telecom will maintain and repair:
- (a) Wiring permanently installed by Telecom or Telecom Group or the New Zealand Post Office; or
 - (b) Wiring permanently installed by anyone other than Telecom or Telecom Group or the New Zealand Post Office and installed in accordance with the appropriate Telecom PTC Specification (in which case the Customer may be required to pay the cost of the materials used in making such repairs)
- that is in each case on the Customer's side of the Demarcation Point and lawfully Connected to the Telecom Network.
- 11.7 The Customer agrees to pay Telecom's call-out charge as specified in the Telecom List of Charges for any visit by Telecom to the Customer's Premises or any other premises in respect of a fault in the Customer's Network Service or associated with equipment Connected to or used in conjunction with the Telecom Network by the Customer. This obligation applies where Telecom determines that the fault was with or caused by equipment which Telecom has not undertaken, and is not otherwise obliged, to maintain or repair. The call-out charge only covers the visit. Any maintenance or repair of anything not covered by Telecom Maintenance and Repair Service or any maintenance or repair requested to be carried out outside normal business hours, is at the discretion of Telecom and the expense of the Customer.
- 11.8 Telecom may agree to provide the Customer with a special maintenance and repair service that replaces in whole or in part the provisions of this clause 11.
- 11.9 In this clause "Wiring" shall have the same meaning as from time to time provided in Telecom PTC Specification 103, and "Telecom Maintenance and Repair Service" means the service of repairing the Wiring described in clause 11.6.

12. SUSPENSION OF SERVICE

- 12.1 Telecom may, without terminating this Contract, suspend the provision of all or any of the Customer's Network Services without notice at any time in any of the following circumstances:
- (a) the Customer fails to pay any money owing to Telecom Group within 14 days from the date upon which payment was due; or
 - (b) the Customer commits any act of bankruptcy; or
 - (c) the Customer (being a company) is wound up or any petition is presented for winding up or any resolution is passed for winding up or a receiver or statutory manager is appointed with respect to the company's assets or any part thereof; or
 - (d) the Customer commits any breach of this Contract.
- 12.2 The acceptance by Telecom of any payment later than 14 days after the due date for payment, or the continued provision of Network Service after Telecom has notice of any event described in clause 12.1 shall not constitute a waiver of Telecom's rights under clause 12.1.
- 12.3 The Customer may, without terminating this Contract, relinquish all or any of the Customer's Network Services provided under this Contract on the giving to Telecom by the Customer of notice either oral or in writing.